

ZB# 90-24

Richard Dieckmann

56-1-19.21

Prelim:
Aug. 13, 1990.

Wed:
① Deed
② T, H Policy
③ Photographs.

Public Hearing:
Sept. 10, 1990.

Notice to
Sentinel on
8/20/90.

Collect \$25,000

Var. Variance
Granted -
9/10/90.

#90-24-Dieckmann,
Richard
side/front yds.

General Receipt

TOWN OF NEW WINDSOR

555 Union Avenue
New Windsor, N. Y. 12550

11616

Sept. 11 19 *90*

Received of

Richard Dieckmann

\$ *25⁰⁰/₁₀₀*

DOLLARS

For

Twenty Five and ⁰⁰/₁₀₀
3 B. A. # 90-24

DISTRIBUTION:

FUND	CODE	AMOUNT
<i>Check # 25-00</i>		
<i># 929</i>		

By

Pauline J. Townsend
Town Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609



Check # 25-08	
# 929	

Williamson Law Book Co., Rochester, N. Y. 14609

By Town Clerk
Title



NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

RICHARD E. DIECKMANN

#90-24.

-----X

WHEREAS, RICHARD E. DIECKMANN, 163 Toleman Road, New Windsor, N.Y. 12553, has made application before the Zoning Board of Appeals for a 1 ft. side yard and 28 ft. front yard variance in order to obtain a Certificate of Occupancy on an existing garage adjacent to a residential dwelling located at the above address in an R-1 zone; and

WHEREAS, a public hearing was held on the 10th day of September, 1990 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared in behalf of himself; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that Applicant is seeking permission to vary the bulk regulations with regard to front and side yard in order to obtain a C. O. on a garage which was constructed by applicant.

3. The evidence presented by Applicant indicated that the house was constructed approximately 100 years ago, prior to zoning. The Applicant constructed a garage by squaring off the front of the house. This created the need for a 1 ft. side yard and a 28 ft. front yard variance because the existing house failed to meet the side and front yard requirements as it was pre-existing, nonconforming use. The Applicant failed to apply for the necessary variances when the garage was added.

4. The evidence presented by the Applicant further indicated that he would encounter practical difficulties in locating the garage in a way which conformed to the present side and front yard requirements, or would require less of a variance. The Applicant stated that the garage could not be accessed from the right side of the house due to the location of the well and the slope of the land; nor from the left side due

to the location of the septic system and leach fields. Thus squaring off the front of the house presented the only practical location for the garage.

5. The evidence presented by Applicant substantiated the fact that a variance for less than the allowable front and side yard would be required in order for Applicant to obtain a Certificate of Occupancy for the now completed garage which otherwise would conform to the bulk regulations in the R-1 zone and rejection of same would cause practical difficulty since the relief sought by Applicant is not substantial in relation to the required bulk regulations.

6. The evidence presented substantiated the fact that at the time of purchase of the residence by the applicant, the residence already encroached on the new required front and side yards. The garage could not be constructed in a different area on the property because of the slope, well and septic system. The Board finds that it would be unfair, as well as prohibitively expensive, to require the applicant to modify his existing garage to require that the same conform to the minimum requirement. The Board finds that the applicant has proven practical difficulties in this connection.

7. The requested variance will not result in substantial detriment to adjoining properties or change the character of the neighborhood.

8. The requested variance will produce no effect on the population density or governmental facilities.

9. That there is no other feasible method available to Applicant which can produce the necessary results other than the variance procedure.

10. The interest of justice would be served by allowing the granting of the requested variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 1 ft. side yard and 28 ft. front yard variance sought by Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: September 24, 1990.


Chairman



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

Prelim.
Aug. 13, 1990
7:30 pm.
#90-24.

NOTICE OF DISAPPROVAL OF BUILDING PERMIT

1763

FILE NUMBER 90-20

TO: RICHARD E. DIECKMANN
163 TOLEMAN RD.
ROCK TAVERN, NY 12575
PHONE 496-8344

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7/26/90

^{C.O.}
FOR PERMIT TO OCCUPY GARAGE (EXISTING)

AT 163 TOLEMAN ROAD IS DISSAPROVED ON THE
FOLLOWING GROUNDS INSUFFICIENT SIDE YARD AND

FRONT YARD
ZONE R-1 TYPE OF VARIANCE SIDE YARD / FRONT YARD

REQUIREMENTS	PROPOSED	VARIANCE
<u>SIDE YARD 20'</u>	<u>19'</u>	<u>1'</u>
<u>FRONT YARD 45'</u>	<u>17'</u>	<u>28'</u>

CALL PAT BARNHART (ZBA SECRETARY) AT 565-8550 FOR APPOINTMENT

David J. Barnhart

BUILDING/ZONING INSPECTOR

IMPORTANT
REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises..... Richard E. Dieckmann
Address..... 163 Tolman Rd. Washingtonville Phone..... 496-8344
Name of Architect..... owner
Address..... Phone.....
Name of Contractor..... owner
Address..... Phone.....
State whether applicant is owner, lessee, agent, architect, engineer or builder.....
If applicant is a corporation, signature of duly authorized officer.....

.....
(Name and title of corporate officer)

1. On what street is property located? On the W side of Tolman Rd.
(N.S.E. or W.)
and 1.3 miles from the intersection of RT 207
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes..... No X
3. Tax Map description of property: Section..... 56 Block..... 1 Lot..... 19-21

AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS - 565-8807

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Name of Owner of Premises..... Richard E. Dieckmann
Address..... 163 Tokeman Rd. Washingtonville Phone..... 496-8344
Name of Architect..... Owner
Address..... Phone.....
Name of Contractor..... Owner
Address..... Phone.....
State whether applicant is owner, lessee, agent, architect, engineer or builder.....
If applicant is a corporation, signature of duly authorized officer.....

.....
(Name and title of corporate officer)

1. On what street is property located? On the W side of Tokeman Rd.
(N.S.E. or W.)
and 1.3 miles from the intersection of RT 207
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes.....No ✓
3. Tax Map description of property: Section..... 56 Block..... 1 Lot..... 19-21
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy..... Garage b. Intended use and occupancy.....
5. Nature of work (check which applicable): New Building..... Addition..... Alteration..... Repair.....
Removal..... Demolition..... Other ✓ Existing Garage 20'x13'
6. Size of lot: Front Rear..... Depth..... Front Yard..... Rear Yard..... Side Yard.....
Is this a corner lot?..... No
7. Dimensions of entire new construction: Front..... Rear..... Depth..... Height..... Number of stories.....
8. If dwelling, number of dwelling units..... Number of dwelling units on each floor.....
Number of bedrooms..... 0 Baths..... 0 Toilets..... 0
Heating Plant: Gas..... Oil..... Electric/Hot Air..... Hot Water.....
If Garage, number of cars..... 1
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use.....
10. Estimated cost..... 1500.00 Fee.....

(to be paid on filing this application)

Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved a/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date.....*July 26*.....19*90*.....

INSTRUCTIONS

- a. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- b. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- c. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- d. The work covered by this application may not be commenced before the issuance of a Building Permit.
- e. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- f. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

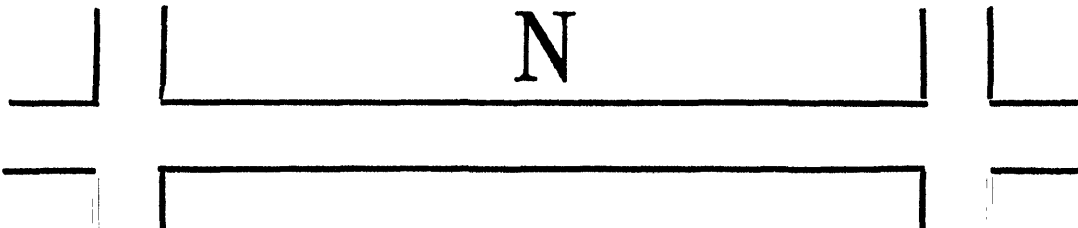
Robert M. Deekman
(Signature of Applicant)

163 Toleman Rd., Rock Tavern, NY.
(Address of Applicant) *12575*

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

Pursuant to New York State Building Code and Town Ordinances

Date July 26, 1990

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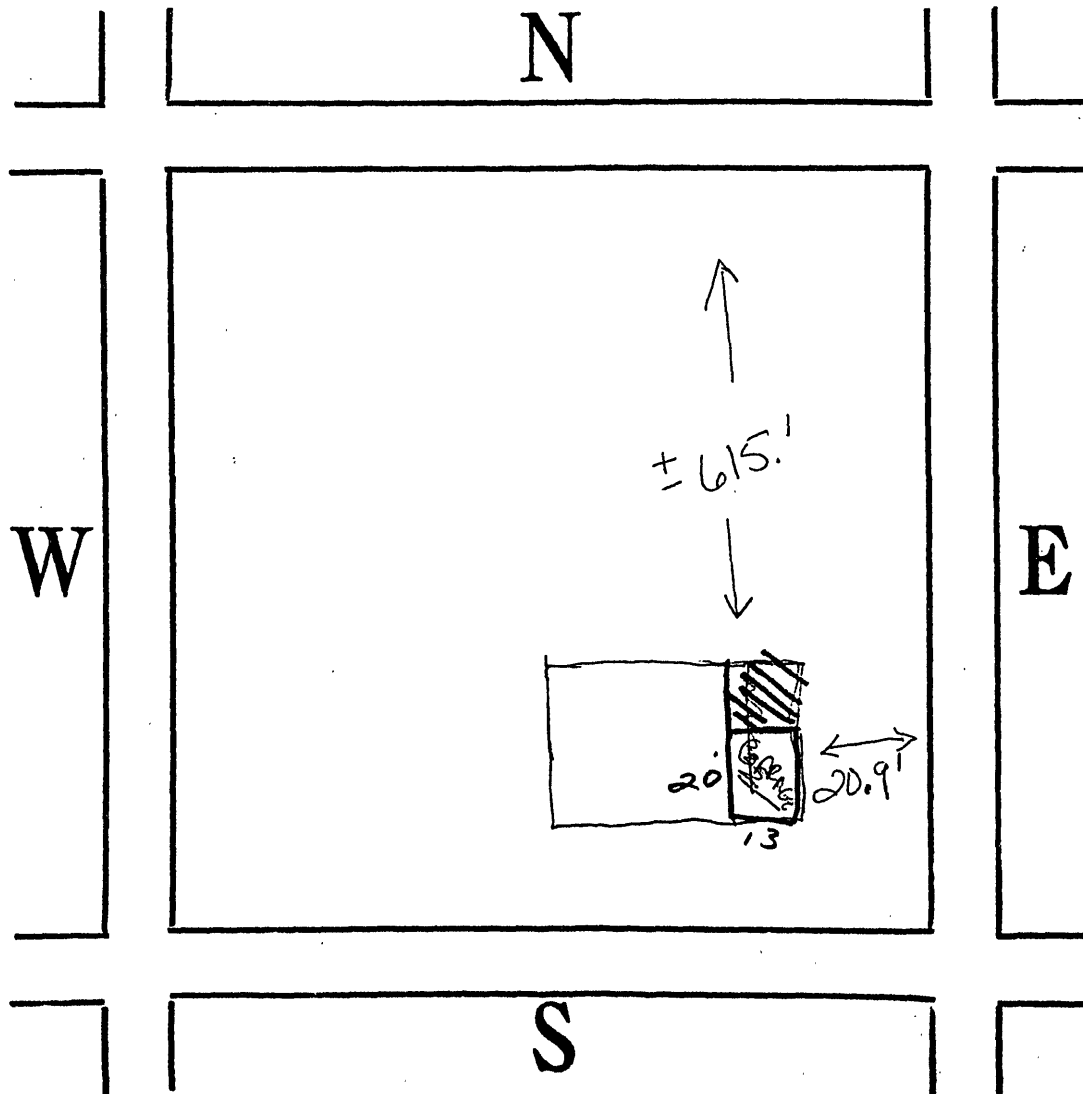
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Robert M. Dickman
(Signature of Applicant)

163 Toleman Rd., Rock Tavern, NY.
(Address of Applicant) 12575

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

90-24

Date: 8/20/96

I. Applicant Information:

- (a) Richard E. and Robin M. Dieckmann 163 Toleman Rd Washingtonville NY (914) 496-8344
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) John Cameron P.O. Box 522 Goshen NY 294-5417
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation.

III. Property Information:

- (a) R1 163 Toleman Rd 56-1-19.21 2. acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? none
- (c) Is a pending sale or lease subject to ZBA approval of this application? Yes
- (d) When was property purchased by present owner? 3/83
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: N/A

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____
- _____
- _____

- (b) ^{N/A} The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of use/bulk Regs., Col. E and F.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		<u>N/A</u>
Min. Lot Width		<u>N/A</u>
Reqd. Front Yd. <u>45'</u>	<u>17'</u>	<u>28'</u>
Reqd. Side Yd. <u>120'</u>	<u>19'</u>	<u>1'</u>
Reqd. Rear Yd.		<u>N/A</u>
Reqd. Street Frontage*		<u>N/A</u>
Max. Bldg. Hgt.		<u>N/A</u>
Min. Floor Area*		<u>N/A</u>
Dev. Coverage* %	%	<u>N/A</u> %
Floor Area Ratio**		<u>N/A</u>

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Could not have built elsewhere due to location of the well and the septic, and the grade (slope) of the property.

VI. Sign Variance: ^{N/A}

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	sq.ft.	sq.ft.	sq.ft.

- (b) ^{N/A} Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. Additional comments: \

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

See attached photos

IX. Attachments required: \

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
☒ Copy of tax map showing adjacent properties.
☒ Copy of contract of sale, lease or franchise agreement.
☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
☒ ^{N/A} Copy(ies) of sign(s) with dimensions.
☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
____ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date 8/20/90

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

Richard E. D'Amico
(Applicant)

Sworn to before me this
20th day of Aug., 1990.

Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1991

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 24

Request of Richard and Robin Dieckmann

for a VARIANCE of

the regulations of the Zoning Local Law to

permit an existing garage, to occupy a garage
with insufficient side and front yards.

being a VARIANCE of

Section 48-12 table of use/bulk regulations columns E and F.

for property situated as follows:

On the west side of Toleman Rd., 1.4 miles from

Rt. 207. AKA 163 Toleman Rd. Rock Tavern,

NEW Windsor, N.Y. known and designated as tax map
Parcel 56-1-19.21

SAID HEARING will take place on the 10th day of

Sept., 1990, at the New Windsor Town Hall,

555 Union Avenue, New Windsor, N. Y. beginning at

7:30 o'clock P. M.

Richard Fenwick
Chairman

Att: Pat

LIBER 2246 PG 80

33-10612

Standard N.Y.B.T.U. Form 8002-2-73-Bargain and Sale Deed with Covenant against Grantor's Acts-Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 16TH day of March nineteen hundred and Eighty-Three

BETWEEN VINCENT MINUTA and JEAN MINUTA, husband and wife both residing at 6 Farmstead Road, New Windsor, New York 12550

party of the first part, and ROBIN^{M.} YORK and RICHARD^{E.} DIECKMANN both residing at 51 Merrie Wold Lane, North Monroe, New York as joint tentants with right of survivorship

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, in the County of Orange and State of New York being and bounded and described as follows:

BEGINNING at a point in the westerly line of Toleman Road, said point being the most southeasterly corner of a 14.00 acre parcel as shown on a certain map entitled "Subdivision for VINCENT MINUTA" as filed in the Orange County Clerk's Office on September 15, 1981 as map No. 5711, and running thence;

(1) N68°10'20"W 694.00 feet, along the northerly line of lands now or formerly A.H.F.S. Realty Corp., as shown on the said filed map No. 5711, to a point, thence;

(2) N21°49'40'E 127.75 feet, through lands of Vincent Minuta, to a point, thence;

(3) S68°10'20"E 669.91 feet, throught the same, to a point, thence;

(4) S11°09'00"W 130.00 feet, along the aforesaid westerly line of Toleman Road, to the point or place of beginning.

Containing 2.000 acres of land.

BEING and intended to be a portion of the premises described in a deed from A.H.F.S. Realty Corp., to VINCENT MINUTA and JEAN MINUTA dated October 5, 1981 and recorded in the Orange County Clerk's Office October 28, 1981 in Liber 2208 of Deeds at page 238.

TOGETHER with a right of way over lands reserved for dedication until accepted and dedicated to the Town of New Windsor.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns

BETWEEN VINCENT MINUTA and JEAN MINUTA, husband and wife both
residing at 6 Farmstead Road, New Windsor, New York 12550

party of the first part, and ROBIN^m YORK and RICHARD^E DIECKMANN both residing
at 51 Merrie Wold Lane, North Monroe, New York as joint tenants
with right of survivorship

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, in the County of Orange and State of New York being and bounded and described as follows:

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(2) N21°49'40'E 127.75 feet, through lands of Vincent Minuta, to a point, thence;

(3) S68°10'20"E 669.91 feet, through the same, to a point, thence;

(4) S11°09'00"W 130.00 feet, along the aforesaid westerly line of Toleman Road, to the point or place of beginning.
Containing 2.000 acres of land.

BEING and intended to be a portion of the premises described in a deed from A.H.F.S. Realty Corp., to VINCENT MINUTA and JEAN MINUTA dated October 5, 1981 and recorded in the Orange County Clerk's Office October 28, 1981 in Liber 2208 of Deeds at page 238.

TOGETHER with a right of way over lands reserved for dedication until accepted and dedicated to the Town of New Windsor.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

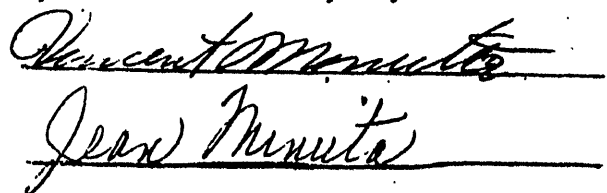
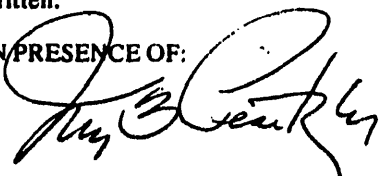
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:



STATE OF NEW YORK, COUNTY OF ULSTER

On the 16th day of March 19 83, before me personally came

VINCENT MINUTA

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

IRVING B. PESETZKY
IRVING BERNARD PESETZKY
Notary Public, State of New York
Qualified in Orange County
Commission Expires March 30, 1984
8337320

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

MINUTA

TO

YORK & DIECKMANN

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by



american title insurance company
NEW YORK DIVISION

Member of The Continental Insurance Companies

STATE OF NEW YORK, COUNTY OF ULSTER

On the 16th day of March 19 83, before me personally came

JEAN MINUTA

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

IRVING B. PESETZKY
IRVING BERNARD PESETZKY
Notary Public, State of New York
Qualified in Orange County
Commission Expires March 30, 1984
8337320

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SECTION

BLOCK

LOT

COUNTY OR TOWN

Recorded at Request of American Title Insurance Company

RETURN BY MAIL TO:

Hunter and Cameron
140 Main Street,
P.O. Box 522
Goshen, New York 10924

Zip No.

RECORDING OFFICE

Clerk

IRVING B. PESZTZYKY
IRVING BERNARD PESZTZYKY
Notary Public, State of New York
Qualified in Orange County
Commission Expires March 30, 19-
8337320

382

On the day of 19 , before me
personally came
to me known, who, being by me duly sworn, did depose and
say that he resides at No. .

that he is the
of

in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SECTION
BLOCK
LOT
COUNTY OR TOWN

MINUTA

TO

YORK & DIECKMANN

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by



american title insurance company
NEW YORK DIVISION

Member of The Continental Insurance Companies

Recorded at Request of American Title Insurance Company

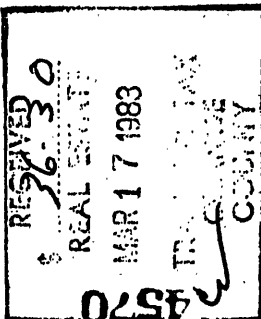
RETURN BY MAIL TO:

Hunter and Cameron
140 Main Street,
P.O. Box 522
Goshen, New York 10924

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 2246 PG 81



RECEIVED
F.
CLOCK
DEPT.

1700
83 93/16
2046
80

and Examined.

Clock

Ann. Pat

POLICY OF TITLE INSURANCE

O. RD-33-106

O. 313123



Issued by

american title insurance company

HUNTER & CAMERON, ESQS. northeast region
P.O. Box 522
Goshen, New York 10924

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

In Witness Whereof, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

american title insurance company

Vice President and
Regional Manager

Hardenburgh Abstract Co.
Orange County, Inc.

Agent for American Title Insurance Company
12 Scotchtown Ave. P. O. Box 638
Goshen, New York 10924
(914) 294-6909 294-5085 343-6678



CONDITIONS OF THIS POLICY

1. DEFINITIONS

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company

3. CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

4. NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

the interest in the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the insured."

(b) Wherever the term "this company" is used in this policy it means American Title Insurance Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court or competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

2. DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrances not excepted in this policy.

(b) This company shall have the right and may at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

following cases.

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

5. PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after such notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

SCHEDULE A

Date of Policy 3/17/83

Amount of Insurance \$ 33,000.00

Name of Insured:

ROBIN M. YORK and RICHARD E. DIECKMANN

TITLE NO. RD-33-10612
POLICY NO. 313123

The estate or interest insured by this policy is fee simple

SCHEDULE A

Date of Policy 3/17/83

Amount of Insurance \$ 33,000.00

TITLE NO. RD-33-10612
POLICY NO. 313123

Name of Insured:

ROBIN M. YORK and RICHARD E. DIECKMANN

The estate or interest insured by this policy is fee simple

vested in the insured by means of Deed dated 3/16/83 made by Vincent Minuta and Jean Minuta to Robin M. York and Richard E. Dieckmann and recorded in Orange County Clerk's Office on 3/17/83 in Liber 2246 page 80.

The premises in which the insured has the estate or interest covered by this policy

See attached.

Countersigned and Validated

BY

AUTHORIZED REPRESENTATIVE

JAMES V. RINALDI

N.Y.B.T.U. FORM 100E

SCHEDULE "A"

All that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, Orange County, New York bounded and described as follows:

Beginning at a point on the westerly line of Toleman Road which said point is the southeast corner of premises herein and the northeast corner of lands now or formerly of A.H.F.S. Realty Corp. and running thence from said point of beginning along lands now or formerly of A.H.F.S. Realty Corp. N 68-10-20 West 694.0 feet to a point; running thence N 21-49-40 East 127.75 feet to a point in lands now or formerly of Vincent Minuta; running thence along lands now or formerly of Minuta S 68-10-20 East 669.91 feet to a point on the westerly line of Toleman Road; running thence along Toleman Road S 11-09-00 West 130.0 feet to the point or place of beginning.

SCHEDULE B

TITLE NO. RD-33-10612

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the priority of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Subject to Mortgage dated 3/16/83 made by Richard E. Dieckmann and Robin M. York to Ulster Savings Bank, securing \$25,600.00 and recorded in Orange County Clerk's Office on 3/17/83 in Liber 1862 page 890.
8. Subject to Mortgage dated 3/16/83 made by Richard E. Dieckmann and Robin M. York to Ulster Savings Bank, securing \$2,400.00 and recorded in Orange County Clerk's Office on 3/17/83 in Liber 1862 page 899.
9. Grant in Liber 1068 page 369.
10. Survey made by Ronald Washburn, L.S. dated 2/24/83 shows premises with location of frame house. All within bounds. No driveway is shown.
11. Note: Deed of conveyance should contain "together with a right of way over lands reserved for dedication until accepted and dedicated to the Town of New Windsor."
12. Company insures that said grant does not encroach more than twelve (12) feet inside record lines.
13. Company certifies that Toleman Road is maintained by the Town of New Windsor.

CONTINUATION SHEET

POLICY NO. 313123
RD-33-10612

14. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
15. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
16. The exact acreage of the premises herein will not be insured.
17. Riparian rights, if any, in favor of the premises herein are not insured.
18. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
19. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."



Initialed for Identification

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into

separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The

rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK

(10 return
receipts rec'd.)

(11)

August 15, 1990

Richard & Robin Dieckmann
163 Toleman Rd.
Washingtonville, NY 10992

Re: Tax Map Parcel #56-1-19.21 - Robin York & Richard E. Dieckmann

Dear Mr. & Mrs. Dieckmann:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

Leslie Cook

LESLIE COOK
Sole Assessor

LC/po
Attachments

[REDACTED]

Blooming Grove Operating Co., Inc.
PO Box 188
Washingtonville, NY 10992

Green, Ronald & Barbara
Cessna Dr.
Rock Tavern, NY 12575

Gardineer, David L. & Susan
2 Cessna Dr.
Washingtonville, NY 10992

Berger, James & Geraldine
Toleman Rd.
Washingtonville, NY 10992

Ridgeway, Mark S. & Kathleen B.
16 Elm St.
Newburgh, NY 12550

Speirs, Andrea L.
Hess Rd.
Valley Cottage, NY 10989

Fioriti, Noreen & Gerald
PO Box 83
Rock Tavern, NY 12575

AHFS Realty Corp.
26 Perkinsville Rd.
Highland, NY 12528

Cesark, Stanley & Cindy
171 Toleman Rd.
Washingtonville, NY 10992

Kilduff, Lawrence & Victoria
173 Toleman Rd.
Washingtonville, NY 10992

Minuta, Vincent & Jean
607 Little Britain Rd.
New Windsor, NY 12553

Washburn Associates
H-52 Route 9W
New Windsor, N.Y.

Map Reference
"Vincent Minuta"
Filed March 17, 1983
Map No. 6167

"Certifications Indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners."

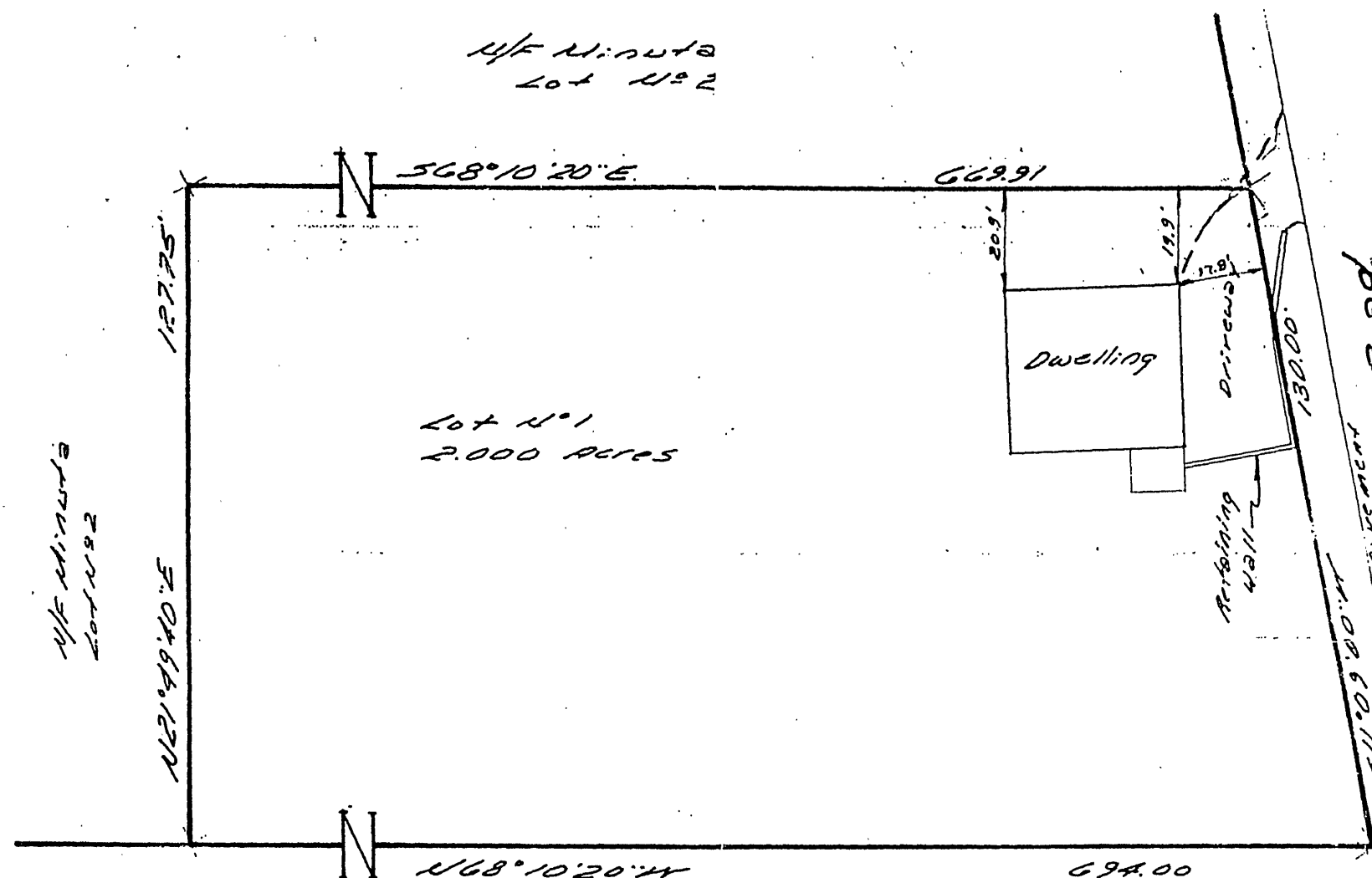
"Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law."

"Only copies from the original of this survey marked with an original of the land surveyor's inked seal or his embossed seal shall be considered to be valid true copies."



Richard Dieckmann
Certified true and correct
as shown hereon.

Ronald A. Washburn
Lic. No. 48368



N.Y. R.A.H.F.S. Realty Corp.

Survey Map For

Richard Dieckmann

SCALE: 1"=30'

APPROVED BY:

DRAWN BY

DATE: Oct. 26, 1984

REVISED

Town of New Windsor Orange Co., N.Y.

DRAWING NUMBER

2157